

A. G. Contract No. KR94 1986TRN
ECS File No. JPA 94-111
Project: 016-1-526/H2783 01D
Item No. 162
Section: SR-80 Bypass

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF DOUGLAS

THIS AGREEMENT is entered into 17 November, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF DOUGLAS, acting by and through its MAYOR AND CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The State and the City recently completed a Douglas
area transportation study project, and as a result desire to
perform a follow-on SR-80 bypass preliminary study, and
ultimately design and construct a SR-80 bypass along the
northwestern portion of the City, and subsequently abandon
SR-80 in the City to the City. The parties hereto desire to
define the terms of financing the study, at an estimated cost
of \$100,000.00, for the safety and benefit of the motoring
public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>19164</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/17/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The City will:

a. After the issue of project requests for proposals, and the selection and hiring of a consultant, obtain and provide preliminary location and environmental studies. Incorporate State review comments. Comply with all applicable state and federal laws, rules and regulations.

b. Upon completion of the study and concurrence of the parties, request the future State programming of funds for design and construction. Be the lead agency for the overall project, administer same and make all payments to all project contractor(s). Be responsible for any claims for extra compensation.

c. Upon approval and by resolution of the Transportation Board, accept jurisdiction and maintenance responsibility for all of SR-80 within the limits of the City after the expenditure of all State project funding and the eventual completion and acceptance of the Project. The condition of the roadway, etc. will be jointly reviewed, and improved by the State as necessary to bring the roadway to City standards prior to the City accepting jurisdiction.

d. Waive the requirements of Arizona Revised Statutes Section 28-106.

2. The State will:

a. During FY94-95 program \$100,000.00 for the study phase of the Project. Reimburse City project costs no more often than monthly, within thirty (30) days after receipt and approval of an invoice. Based upon the study results, recommend to the Transportation Board the future funding for design and construction.

b. Review the study and provide timely comments. Review the future design documents and provide comments.

c. When appropriate, recommend to the Transportation Board the future programming of construction funding for the Project.

d. Upon approval and by resolution of the Transportation Board, transfer jurisdiction and maintenance responsibility for SR-80 within the limits of the City to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Douglas
City Manager
425 10th Street
Douglas, AZ 85607

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF DOUGLAS

STATE OF ARIZONA

Department of Transportation

By Elizabeth H. Ames
ELIZABETH AMES
Mayor

By August V. Hardt
AUGUST V. HARDT
Deputy State Engineer

ATTEST

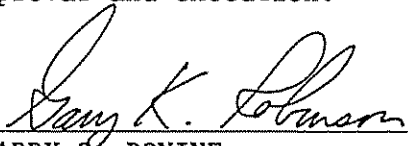
By Leticia G. Rodriguez
LETICIA G. RODRIGUEZ
City Clerk

JPA 94-111

RESOLUTION

BE IT RESOLVED on this 18th day of August 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Douglas for the purpose of defining responsibilities for conducting a design study for a SR-80 bypass.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for: LARRY S. BONINE
Director

TELEPHONE 364-7501




425 TENTH STREET

THE CITY OF DOUGLAS
CITY HALL
DOUGLAS, ARIZONA 85607

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular/special meeting of the City Council of Douglas, Arizona, held on the 28TH day of SEPTEMBER, 1994. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14TH day of OCTOBER, 1994.

-SEAL-


Leticia G. Rodriguez
City Clerk

The next item on the agenda was discussion/decision to authorize the Mayor to sign a contract between the City of Douglas and Parsons-Brinckerhoff-Quade-and Douglas, Inc. for professional consultant services for the preparation of a Project Assessment/Advanced Planning Study for the Underpass Elimination Project. Motion was made by Councilwoman Shannon, seconded by Councilman Jordan to authorize the Mayor to sign the contract between the City of Douglas and Parsons-Brinckerhoff-Quade and Douglas, Inc. Discussion followed with Councilman Quinonez having concerns about the cost of elimination of the railroad and switch station. Michael Ortega, Public Works Director/City Engineer, addressed the Council regarding this concern and explained that the sale to Southwestern-San Pedro Railroad has fallen through and that Southern Pacific Railroad has started the process to abandon the line between here and Benson. He stated that if the abandonment takes place we will not have a problem; and the by-pass would not affect the railroad proper. He also explained that the existing structure could be left in place as a local street where it would not be the highway. If ADOT and Mayor and Council decide to go with an at-grade crossing then the railroad and the ACC would require that we install some type of gates or flashers, however this is based on need or use of railroad track. Southern Pacific does not intend to use it. The track is not in good shape between here and Benson and SP does not expect anyone to step forward and make the improvements necessary to bring it to standard. Mr. Ortega also pointed out that ADOT will pay 100% of this project and they will give us right-of-way responsibilities that the City currently does not have. It is his intent to have ADOT pay for all engineering, planning, and construction of the by-pass and in addition pay for the maintenance of the existing SR 80 through town. If ADOT does not accept the by-pass for maintenance he expects that they pay the City for maintenance of that as well. Discussion followed on keeping the underpass as one of the options and what other options are available. Mr. Ortega explained that this is what the consultant would explore in the Project Assessment/Advanced Planning Study. Mayor Ames called for a vote on the motion on the floor, motion passed unanimously.

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APPROVAL OF THE DOUGLAS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF DOUGLAS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19th day of October, 1994.



City Attorney James L. Conlogue



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

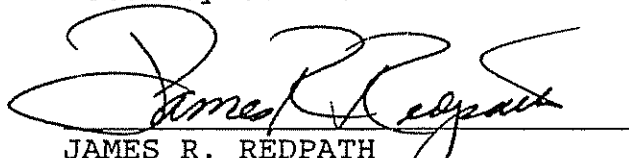
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-1986-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of November, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8661G